When results matter, experience counts.

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To whom it may concern:

Re:

SB00320

Dear Sir or Madam:

I am a Connecticut licensed attorney who is and has practiced real estate law here in Connecticut since 1993. I have closed thousands of deals both residential and commercial. Notary closings, whether refinances or otherwise are always problematic. A closing is usually one of the largest deals a lay person will ever transact. The several notarial closings I have reviewed, questioned after the fact, or had to clean up after have all involved, in one way or another, troubling facts, such as explaining of documents by the notary or two witness signatures when only one witness was actually present at the closing (the Notary). Attorneys are not perfect, but most of us abide by the law and attempt to do what's right, and, in the event we do make a mistake, maintain Errors and Omissions Insurance Coverage, not to mention the Statewide Grievance Committee's Client Security Fund as protection for our clients. Notaries have none of these protections.

In addition, notaries are usually in possession of the same information, including personal information, i.e. social security numbers, that we as attorneys are in possession of when we do closings. Unlike notaries, however, attorneys have an obligation of confidentiality protecting the client's information. Furthermore, many times notaries are used by Closing Service companies that also provide distribution of funds that don't always make it to the intended payee, which puts the client at more risk and exposure for losses, again with no protections in place. Finally, in most of the closing statements that I have reviewed involving notaries, the promotional tag line of "you save on attorney's fees" is technically correct, however, those fees, under different names, charged by these companies usually surpass what an attorney normally charges.

Respectfully Yours,

Louis A. Crisci, Jr., Esq.